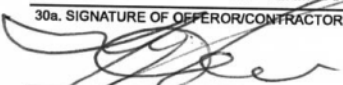


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER See Schedule		PAGE OF 1 14	
2. CONTRACT NO. HSFE70-17-C-0226		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Monique Park		b. TELEPHONE NUMBER (No collect calls) 202-279-0649		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> NAICS: <input type="checkbox"/> 8(A) <input type="checkbox"/> SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO Multiple Destinations		16. ADMINISTERED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FINANCIAL ACQUISITIONS MGMT DIV READINESS RESPONSE IT BRANCH ATTN JANICE UTHE 500 C STREET SW ROOM 350 WASHINGTON DC 20472		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
17a. CONTRACTOR/OFFEROR HANNA BROTHERS ENTERPRISES LLC ATTN JIM HANNA 435 SOUTH ST SLIDELL LA 70460		18a. PAYMENT WILL BE MADE BY FEMA FINANCE CENTER FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$30,337,212.20	
TELEPHONE NO. 5049207590		25. ACCOUNTING AND APPROPRIATION DATA 2017-06-4339DR-9024--2663		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		DUNS Number: 603531745 This is a firm fixed price contract for (b)(4) meals. Based on revised quote received on 9/30/2017, the meals rate is reduced from (b)(4) original to (b)(4) revised unit price. In addition to the terms and conditions provided as an addendum to this contract, the contractor agrees to the following: (a) To provide a variety of nutrient dense foods that reflect the basic food groups. (b) To track all shipments and drivers and (Use Reverse and/or Attach Additional Sheets as Necessary)					
				23. UNIT PRICE		24. AMOUNT	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Digitally signed by MONIQUE M PARK DN: cn=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=MONIQUE M PARK, 0.9.2342.19200300.100.1.1=0329207535.FEMA Date: 2017.09.30 21:50:34 -0400			
30b. NAME AND TITLE OF SIGNER (Type or print) Jimmy Hanna, Pres.		30c. DATE SIGNED 9/30/17		31b. NAME OF CONTRACTING OFFICER (Type or print) Monique Park		31c. DATE SIGNED 9/30/2017	

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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>provide an accurate status to FEMA upon request.</p> <p>(c) To complete an Advance Shipping Notification (ANS) spreadsheet, provided by FEMA, with all trailer/truck numbers, license plate numbers and the estimated time of arrival for each trailer/truck.</p> <p>(d) To shrink wrap all sides of the pallets, excluding the top and bottom, with a minimum of 10 layers of shrink wrap. The contractor must ensure pallets can be double stacked, without compromising the sturdiness of the load and without the load requiring restacking prior to being issued to survivors or stored in warehouses.</p> <p>DO/DPAS Rating: DO-N1</p> <p>BFY: 2017 Fund Code: 06 Program: 4339DR</p> <p>Organization: 9024 Object Class: 2663 Fund Type: D</p> <p>Period of Performance: 09/30/2017 to 11/04/2017</p> <p>MEALS</p> <p>UNIT PRICE \$ (b)(4)</p> <p>QUANTITY (b)(4)</p> <p>TOTAL PRICE (b)(4)</p> <p>TOTATL TRUCKS 191</p> <p>MEALS SHALL BE DELIVERED ON A DAILY BASIS, COMMENCING ON 10/8/2017 WITH LAST DELIVERY ON 11/4/2017; SEE ATTACHED FOR AGREED UPON DAILY DELIVERY QUANTITY. TOTAL MEALS DELIVERY OF</p> <p>Continued ...</p>				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSFE70-17-C-0226

PAGE 3 OF 14

NAME OF OFFEROR OR CONTRACTOR

HANNA BROTHERS ENTERPRISES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>(b)(4)</div> <p>Product/Service Code: 8960 Product/Service Description: BEVERAGES, NONALCOHOLIC Requisition No: WN01137Y2017T, WN01171Y2017T</p> <p>Delivery: 10/08/2017 Delivery Location Code: FEMA CROWLEY 2831 TALLEYRAND AVENUE JACKSONVILLE FL 32206 Amount: <div>(b)(4)</div></p>				
0002	<p>Diversion Mileage</p> <div>(b)(4)</div> TRAILERS = <div>(b)(4)</div> <p>Requisition No: WN01137Y2017T, WN01171Y2017T</p> <p>Delivery Location Code: FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY</p> <p>Amount: <div>(b)(4)</div></p> <p>This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). DO/DPAS Rating: DO-N1</p>				<div>(b)(4)</div>

Date of Delivery	# of Meals	# of Trucks
10/8/2017	138,240	6.0
10/9/2017	322,560	14.0
10/10/2017	299,520	13.0
10/11/2017	92,160	4
10/12/2017	92,160	4
10/13/2017	92,160	4
10/14/2017	92,160	4
10/15/2017	92,160	4
10/16/2017	322,560	14
10/17/2017	299,520	13
10/18/2017	92,160	4
10/19/2017	92,160	4
10/20/2017	92,160	4
10/21/2017	92,160	4
10/22/2017	92,160	4
10/23/2017	322,560	14
10/24/2017	299,520	13
10/25/2017	92,160	4
10/26/2017	92,160	4
10/27/2017	92,160	4
10/28/2017	92,160	4
10/29/2017	92,160	4
10/30/2017	322,560	14
10/31/2017	322,560	14
11/1/2017	92,160	4
11/2/2017	92,160	4
11/3/2017	92,160	4
11/4/2017	84,480	4
TOTAL	4,392,960	191.0

Section B - Continuation of any block from SF 1449

(1) Block 18B-Invoices:

(i) Invoice Approval

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver:

Name: Isolyn Duncan

Title: COR

Phone: 202-646-2907

Email: Isolyn.Duncan@fema.dhs.gov

(ii) Identification of Government Officials

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Monique Park

Phone: 202-279-0649

Email: Monique.Park@fema.dhs.gov

Contract Specialist:

Name: Amanda Morgan

Phone: 202-212-5936

Email: Amanda.Morgan.2@fema.dhs.gov

(iii) Billing Instructions

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at <http://www.gsa.gov/portal/forms/type/SF> when submitting a payment request. A payment request means any invoice or request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

Contractors must submit vouchers electronically in pdf format to the FEMA Finance Center at FEMA-Finance-Vendor-Payments@fema.dhs.gov. A copy of the voucher must be submitted electronically to the contracting officer identified within this contract. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(iv) Defective or Improper Invoices

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.

Name:

Title:

Phone:

Email:

(v) Invoice Instructions

Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035 instructions:

SF 1034 -Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more

than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government BIL Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) Quantity; Unit Price - insert for supply contracts

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF I 035 Continuation Sheet.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF I 035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed

forms may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office. Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form I 034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).

A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges: by showing current and cumulative goods and services both currently invoiced and cumulative to date.

Section C - Contract Clauses

(1) FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, by reference (see SF 1449 block 27a)

(2) Addendum to FAR 52.212-4

In addition to the FAR 52.212-4 "Contract Terms and Conditions—Commercial Items" the following FAR, HSAR and FEMA Clauses are incorporated as an addendum to this solicitation:

FAR Clause	Title	Year
52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-6 Alternate I	Restrictions on Subcontractor Sales to the Government	Oct 1995
52.203-7	Anti-Kickback Procedures	May 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Apr 2014
52.204-4	Printer or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	System for Award Management	Jul 2013
52.204-13	System for Award Management Maintenance	Jul 2013
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.211-5	Material Requirements	Aug 2000
52.215-22	Limitations on Pass-Through Charges- Identification of Subcontract Effort	Oct 2009
52.215-23	Limitations on Pass-Through Charges.	Oct 2009
52.222-50	Combating Trafficking in Persons	Mar 2015
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.225-1	Buy American - Supplies	May 2014
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.225-18	Place of Manufacture	Mar 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications	Oct 2015
52.232-1	Payments	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-2	Service of Protest	Sept 2006
52.233-3	Protest After Award	Aug 1996

52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes--Fixed Price	Aug 1987
52.244-6	Subcontracts for Commercial Items.	Jan 2017

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

HSAR 3052.212-70 Contract Terms & Conditions for DHS Acquisition of Commercial Items (Sep 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a)) Provisions.

____3052.209-72 Organizational Conflicts of Interest.

____3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

____3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

____3052.203-70 Instructions for Contractor Disclosure of Violations.

____3052.204-70 Security Requirements for Unclassified Information Technology Resources.

____3052.204-71 Contractor Employee Access.

____Alternate I

_____ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

____3052.209-73 Limitation on Future Contracting.

____3052.215-70 Key Personnel or Facilities.

____3052.216-71 Determination of Award Fee.

____3052.216-72 Performance Evaluation Plan.

____3052.216-73 Distribution of Award Fee.

____3052.217-91 Performance. (USCG)

____3052.217-92 Inspection and Manner of Doing Work. (USCG)

____3052.217-93 Subcontracts. (USCG)

____3052.217-94 Lay Days. (USCG)

____3052.217-95 Liability and Insurance. (USCG)

____3052.217-96 Title. (USCG)

____3052.217-97 Discharge of Liens. (USCG)

____3052.217-98 Delays. (USCG)

____3052.217-99 Department of Labor Safety and Health Regulations for Ship

Repair. (USCG)

___ 3052.217-100 Guarantee. (USCG)

___ 3052.219-70 Small Business Subcontracting Plan Reporting.

___ 3052.219-71 DHS Mentor Protégé Program.

___ 3052.228-70 Insurance.

___ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

___ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)

___ 3052.228-92 Fair Market Value of Aircraft. (USCG)

___ 3052.228-93 Risk and Indemnities. (USCG)

___ 3052.236-70 Special Provisions for Work at Operating Airports.

X 3052.242-72 Contracting Officer's Technical Representative.

___ 3052.247-70 F.o.B. Origin Information.

___ Alternate I

___ Alternate II

___ 3052.247-71 F.o.B. Origin Only.

X 3052.247-72 F.o.B. Destination Only

(End of clause)

NARA Records Management Language for Contracts

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public

interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

